

BOARD OF EDUCATION OF HAMILTON TOWNSHIP

A G R E E M E N T

Between:

Atlantic County

Board of Education of Hamilton Township

and

Hamilton Township School Secretaries' Association

Effective Date:

July 1, 1977

through

June 30, 1980

Agreement Date:

HAMILTON TOWNSHIP SCHOOL  
SECRETARIES' ASSOCIATION

OFFICERS

President

Lois Zahles

Vice Presidents

Patricia Becker  
Ethel Schuler  
Mary Stercula

Secretary

Virginia Woods

Treasurer

Carole Tallman

NEGOTIATIONS COMMITTEE

Patricia Becker  
Barbara Demyon  
Carolyn Lippincott  
Carole Tallman  
Lois Zahles

Consultant

Robert Parsons, NJEA Representative

HAMILTON TOWNSHIP  
BOARD OF EDUCATION

President

Richard A. Stemhagen

Vice-President

Robert J. Barrett

Carl F. Amoroso  
Anthony J. Cimino  
Carmela S. DeMarco

Herbert P. Griffiths  
Donald A. Kramer  
John P. Norton

James E. Stevenson

Superintendent

Dr. Peter A. Hartman

Deputy Superintendent

Dr. Carlisle H. Kramer

Assistant Superintendent/Board Secretary

Louis E. Triverio

Board Attorney

Henry F. Gill, Esq.

Negotiations Committee

Chairman

James Stevenson

Anthony Cimino  
Carmela DeMarco  
Herbert Griffiths

Director of Personnel

Thomas Fitzpatrick

Consultant

Lester Aron, Esq.

Pachman and Aron  
Counsellors at Law

## TABLE OF CONTENTS

	<u>Page Number</u>
PREAMBLE	
ARTICLE 1, Recognition . . . . .	1
ARTICLE 2, Negotiation Procedure . . . . .	2
ARTICLE 3, Grievance Procedure . . . . .	3
ARTICLE 4, Rights of the Parties . . . . .	6
ARTICLE 5, Work Year . . . . .	7
ARTICLE 6, Daily Work Hours. . . . .	8
ARTICLE 7, Insurance Protection. . . . .	9
ARTICLE 8, Call Time, Overtime, and Overload . . . . .	10
ARTICLE 9, Deduction from Salary . . . . .	10
ARTICLE 10, Sick Leave & Temporary Leaves of Absence. . .	11
ARTICLE 11, Promotions, Vacancies & New Positions . . . .	12
ARTICLE 12, Personal Freedom. . . . .	13
ARTICLE 13, Employee Evaluation . . . . .	13
ARTICLE 14, Protection of Employees and Property. . . . .	14
ARTICLE 15, Transfer and Reassignment . . . . .	14
ARTICLE 16, Miscellaneous Provisions. . . . .	14
ARTICLE 17, Duration of Agreement . . . . .	17
ARTICLE 18, Secretaries - Administration Liaison Committee . . . . .	18
(Salary Guides Attached - 1977-78, 1978-79, 1979-80)	

PREAMBLE

This Agreement entered into this                      day of  
1977, by and between the Board of Education of Hamilton Township,  
Township of Hamilton, County of Mercer, State of New Jersey,  
hereinafter called the "Board," and the Hamilton Township School  
Secretaries' Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 123,  
Public Laws 1974 to negotiate with the Association as the  
representative of employees hereinafter designated with respect  
to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which  
they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby  
agreed as follows:

## ARTICLE 1

Recognition

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all full-time personnel under contract, employed by the Board:

Including:

Secretary 1  
Secretary 2  
Secretary 3  
Secretary 4

But excluding: Confidential Employees as listed

Superintendent - 2 secretaries  
Deputy Superintendent - 1 secretary  
Assistant Superintendent for  
Business Services - 1 secretary  
Director of Personnel - 1 secretary  
Paymaster - 1  
Head Bookkeeper - 1

All other personnel of the school district not specifically enumerated in the inclusion set forth above. However all unit disputes regarding newly created positions may be referred to PERC for a unit determination.

1:2 Unless otherwise indicated, the term "employee (s)," when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined. Reference to employees shall be deemed to include both the male and female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

## ARTICLE 2

Negotiation Procedure

- 2:1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of New Jersey, 1974, in good faith efforts to reach an agreement on matters concerning terms and conditions of employees' employment. The parties shall enter into negotiations in accordance with the rules and regulations of the Public Employment Relations Commission in the calendar year preceding the calendar year in which this agreement expires.
- 2:2 At the first negotiation session the parties shall mutually agree upon a date certain after which no new proposals may be introduced by either party. After that date, the parties shall exchange points of view, modify their existing proposals and make counter-proposals in response to the proposals of the other party. The Board shall make available to the Association, upon request, all public information of the Hamilton Township School District which is intended to assist the Association in making reasoned and accurate proposals during the negotiations process. The costs of all such requests shall be at no expense to the Board of Education.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2:4 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE 3

Grievance Procedure

## 3:1 DEFINITION

- 3:1.1 A "grievance" is a claim by an employee that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement, policies, or administrative decisions.

As used in this Article, the term "employee" shall mean (a) an individual employee, (b) a group of employees having the same grievance, (c) the Association.

- 3:1.2 A grievance to be considered under this procedure must be initiated by the employee or group of employees within twenty-five (25) calendar days of its occurrence.

- 3:1.3 An aggrieved person is the person or persons making the claim.

## 3:2 PROCEDURE

- 3:2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

- 3:2.2 Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- 3:2.3 Any employee who decides either along or with the assistance of the Association that he/she has a grievance shall discuss it with his/her immediate superior in an attempt to resolve the matter informally at that level. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, then the employee shall within seven (7) calendar days of such discussion set forth his/her grievance in writing to his/her principal or other immediate superior, specifying:

- a. The nature of the grievance and date occurred.
- b. The specific provisions of the Agreement, Board policies or administrative decisions being grieved.
- c. The results of the previous discussions.
- d. His/her dissatisfaction with decisions previously rendered.
- e. Relief sought.

The principal or immediate superior shall communicate his/her decision, to the aggrieved and his representative, in writing within seven calendar days of receipt of the written grievance.



3:2.4 The employee no later than seven calendar days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above and the employee's dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed forty-five calendar days, the Superintendent shall communicate his/her decision in writing to the employee, the principal, and the Association. If the grievant or Association requests a meeting at the Superintendent's level, the Superintendent or his representatives shall conduct a meeting concerning the grievance and render a decision within the time limits set forth herein.

3:2.5 If the employee and/or Association are dissatisfied with the decision of the Superintendent and only if the grievance pertains to a violation of this Agreement between the Board and the Association and review by an arbitrator is desired, the Association shall file with either the American Arbitration Association or the Public Employment Relations Commission a request for the submission of a list of arbitrators to hear the particular issue. This request must be made no later than fifteen (15) calendar days after receipt of the Superintendent's decision. A copy of this request must simultaneously be submitted by certified mail or receipted hand delivery to the Superintendent.

Additionally, a grievance may not be submitted to arbitration which pertains to:

- a. A grievance of a non-tenure employee which arises by reason of his not being re-employed, or appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- b. No grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign, and involuntarily transfer.
- c. Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited by law to Board authority alone.

3:2.6 An employee, in order to process his/her grievance to arbitration, must have his/her request for such action accompanied by the written recommendation for such action by the Association, which shall represent or approve the representative of said grievant at the arbitration level.

- 3:3 The following procedure will be used to secure the services of an arbitrator:
- 3:3.1 A request by the Association will be made to the American Arbitration Association (A.A.A.) or to the Public Employment Relations Commission (P.E.R.C.) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 3:3.2 If the parties, in accordance with the rules of the appointing agency, are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request that a second list be submitted to the parties.
- 3:3.3 If the parties are unable in accordance with the rules of the appointing agency to agree upon an arbitrator from the second list, then the appointing agency may be requested by letter by either party to designate an arbitrator.
- 3:3.4 The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his decision not later than 30 calendar days from the date of the close of hearings.
- 3:3.5 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the agreement between the parties.
- 3:3.6 The recommendations of the arbitrator shall be binding. His decision shall be in writing but he shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- 3:3.7 The parties shall be responsible for all costs incurred by each and only the fee and expense of the arbitrator shall be shared by each party paying one-half.
- 3:3.8 If a court stenographer is requested by either party, the cost will be borne by the party requesting the stenographer. However, should the party not requesting the stenographer later request transcripts pertaining to the proceeding, they will then bear the proportionate share of the original cost. Parties requesting transcripts of the proceeding shall bear the cost of said transcripts.
- 3:4 GENERAL REGULATIONS
- 3:4.1 All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
- 3:4.2 All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties.

- 3:4.3 Employees presenting an appeal or assisting in the presentation of an appeal are assured that no reprisals shall result because of their normal and proper participation.
- 3:4.4 The aggrieved party and his/her representatives shall have the right to be present at all hearings conducted at every step of the grievance procedure, following the informal step.
- 3:4.5 The right of an employee to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.
- 3:4.6 There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.
- 3:4.7 The aggrieved shall have the right to present his/her own appeal or designate representatives of the Association to appeal with him/her or for him/her at any step in his/her appeal through the level of the Superintendent. If the aggrieved does not designate a representative and the grievance has been submitted in writing, the Association shall be notified that a grievance is in process and shall have the right to be represented at all hearings pertaining to the grievance.
- 3:4.8 In the event that a grievance results from an action of a school official higher than the rank of principal, the grievant may set forth his/her grievance in writing to that official, specifying:
- a. The nature of the grievance and date occurred.
  - b. The specific provisions of the agreement, Board policies or administrative decisions being grieved.
  - c. The results of the previous discussions.
  - d. His/her dissatisfaction with decisions previously rendered.
  - e. Relief sought.

The official to whom the grievance is submitted shall render his/her decision to the secretary in writing within seven (7) calendar days of receipt of the written grievance, unless said official is the Superintendent of Schools; in which event, the 45-day answering period set forth in the Superintendent's level shall apply. Grievances filed at the advanced level based on an action of the Board of Education shall be initiated and handled at the level of the Superintendent, if applicable.

## ARTICLE 4

Rights Of The Parties

- 4:1 The management of the Hamilton Township Board of Education and the direction of its employees, including the right to hire, suspend, discharge for just cause, promote, demote, transfer employees, for just and legitimate reasons, are recognized to be in the Board of Education except as otherwise provided in this Agreement. However, nothing contained herein shall be construed to deny or restrict to any employee or the Board such right as each may have under New Jersey School Laws or other applicable laws and regulations.
- 4:2 Whenever any employee is required to appear before the Board or committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons of such a meeting or interview and shall be entitled to have a representative of his/her choosing present to advise him/her and represent him/her during such a meeting or interview.
- 4:3 Information: The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information concerning the educational program and the financial resources of the district that are a matter of public record. The Board shall make such information available within a reasonable amount of time following such request. The costs of all such requests shall be at no expense to the Board of Education.
- 4:4 The Association shall have the right to use certain school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and certain types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, upon approval of the appropriate administrator. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association shall be responsible for the cost of repair of any facilities or equipment used which is necessitated by their misuse or abuse.
- 4:5 Employees shall be notified of their appointment and salary status for the ensuing year no later than June 30.

## ARTICLE 5

Work Year

- 5:1 The work year shall be all week days during the employee's contract period with the exception of scheduled vacation and holidays.

- 5:2 Contract Work Periods: Annual contracts are effective from July 1 through June 30 of the following year.
- 5:3 VACATIONS
- 5:3.1 Vacations shall be confined to the period occurring between one (1) week after the close of school in June and one (1) week prior to the opening of school in September, or at other such times when school is not in session for students.
- 5:3.2 Vacations shall be recommended by the principal or immediate supervisor and approved by the Superintendent or his designee.
- 5:3.3 Vacations may be granted at other times upon request. Said exceptions must be recommended by the principal or immediate supervisor and approved by the Superintendent or his designee.
- 5:4 VACATION ELIGIBILITY
- 5:4.1 Eligibility shall be computed as of July 1.
- 5:4.2 Annual Contracts:
- a. First year personnel - one working day for each full month of service up to a maximum of ten (10) working days.
  - b. One to six years - ten (10) working days.
  - c. Seven to twelve years - fifteen (15) working days.
  - d. Thirteen years and over - twenty (20) working days.
- 5:5 Holidays - as presented by the Board
- 5:5.1 Pursuant to a schedule established by the Board of Education, not less than eighteen (18) days per year.

## ARTICLE 6

### Daily Work Hours

- 6:1 Beginning with the first day that teachers report and continuing to the last day that teachers are required to report for duty:
- 6:1.1 For positions of thirty-five (35) hours per week, the work day shall consist of seven (7) hours exclusive of a sixty (60) minute duty-free lunch hour.
- 6:1.2 For positions of less than thirty-five (35) hours per week, the work day shall be defined by the Administration.
- 6:1.3 Scheduling of lunch hours shall be the responsibility of the administration.

- 6:1.4 Daily schedules and daily starting and ending times of secretarial personnel will be developed by supervisory personnel based on the needs of the school district. It is expected that present schedules will continue during the term of this agreement unless operational need dictates change. All secretarial personnel will be expected to report for duty on all full or partial snow days and remain until excused by the immediate superior.
- 6:2 SUMMER WORK HOURS
- 6:2.1 Summer hours shall be effective on the day after the last teacher day in June and end on the day before the first teacher day in September.
- 6:2.2 For employees who work thirty-five (35) hours per week during the school year, the work day shall consist of six (6) hours exclusive of a sixty (60) minute duty-free lunch hour.

## ARTICLE 7

### Insurance Protection

- 7:1 The Board of Education shall provide full coverage for Blue Cross, Blue Shield, Rider J. and Major Medical where the employee chooses an individual plan and up to \$50.16 per month where the individual chooses a combination individual-family plan.
- 7:2 The Board shall provide for continuances of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retirees shall be responsible for all premium costs involved.
- 7:3 The Board shall give written notification at the time of hiring all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.
- 7:4 All new employees and other employees requesting same shall be given a description of the health-care insurance coverage provided under this Article contingent upon the availability of such documents from the carrier.
- 7:5 The Board agrees to provide, at no cost to the employee, chest x-rays required of the employees to maintain their employment, provided said employee avails himself of the program provided by the Board.

## ARTICLE 8

Call Time, Overtime, and Overload

- 8:1 Time and a half will be paid for all hours in excess of 40 hours per week. Straight time will be paid for overtime worked up to 40 hours except that time and a half will be paid for time worked on Saturday, Sunday, and holidays scheduled by the Board of Education, provided such overtime shall be worked on the premises. The only exception to this rule shall permit a secretary to receive compensatory time during the payroll period when the work is performed or to be paid, if an administrator requires a secretary to make phone calls from his/her home on an emergency closing day for pupils. The secretary shall be guaranteed a minimum of one (1) hour's pay or compensatory time for said work.
- 8:2 Call-back time - employees will be guaranteed a minimum of two hours work if called back to duty not contiguous with their regular work day. Overtime worked, which is contiguous to their regular work day, shall be paid according to the number of hours worked at straight time.
- 8:3 All overtime must be approved in advance on the proper form, which must be signed by the immediate superior.
- 8:4 In the event that a secretary is required to temporarily assume the duties of a higher level for a period of more than two weeks and no longer functions exclusively in the duties of his/her own level, the secretary will begin to receive compensation on the proper step of that level at the beginning of the third week.

Exclusions: Assuming the duties of a person on vacation or when an absentee's duties are distributed among several persons.

## ARTICLE 9

Deduction From Salary

- 9:1 The Board agrees to deduct from the salaries of its employees dues for the Association Membership. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Hamilton Township School Secretaries' Association by the 15th of each month following the monthly pay period in which deductions were made. Employee authorizations shall be indicated on a form provided.
- 9:2 The Association shall certify to the Board, in writing, the current rate of its membership dues.

## ARTICLE 10

Sick Leave and Temporary Leaves of Absences

- 10:1 ACCUMULATIVE SICK LEAVE
- 10:1.1 As of July 1, 1974, all employees employed shall be entitled to twelve (12) sick leave days each year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 10:2 NON-ACCUMULATIVE TEMPORARY LEAVE benefits shall be allowed to employees according to the following schedule:
- 10:2.1 A full-time employee who has exhausted all of his/her sick leave days provided for in 10:1 above may be granted additional sick leave days less substitute pay, at the discretion of the Board.
- 10:2.2 Three (3) work days in any contract year with pay for illness in immediate family. Immediate Family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, and those related by blood or marriage permanently residing within the household of the employee. Seven (7) additional work days with full pay less substitute's pay at the discretion of the Board.
- 10:2.3 Five (5) work days with full pay in any contract year for death in immediate family. Immediate Family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, immediate in-laws, and those related by blood or marriage permanently residing within the household of the employee. One (1) work day with full pay for death other than immediate family members. Other than immediate family shall be interpreted to mean grandparents, uncles, and aunts, or as a designated pall bearer.
- 10:2.4 Three (3) work days with pay for marriage.
- 10:2.5 Full pay for each day an employee's presence is required by court subpoena. Employee shall turn back to the Board of Education any remuneration obtained from the Courts for such jury duty.



## ARTICLE 11

Promotions, Vacancies, and New Positions

- 11:1 Any secretarial position vacated or created above the entrance level shall be considered open and a list of all open positions in the school district shall be made available to all staff prior to the filling of said positions.
- 11:2 Open positions shall be adequately publicized by the administration.
- 11:2.1 Notification shall be distributed in each building by the administration as far in advance as practicable, ordinarily at least fifteen (15) working days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. One copy of said notification shall be distributed to the Association president prior to any external advertising.
- 11:2.2 The notification shall set forth the classification of the position, its duties, the rate of compensation, the location.
- 11:3 All qualified in-district personnel shall be given the opportunity to make application and no position shall be filled until all properly submitted applications have been considered.
- 11:3.1 When an action has been taken by the Board on a recommendation of the administration concerning a secretarial promotional position, all in-district candidates for the position shall be advised of said action concurrently. An unsuccessful in-district candidate for a promotional position shall have the right, upon request, to meet with the Superintendent or his designee to discuss the reasons why he/she did not receive the promotion. The decision of the Board in filling said position shall be absolute and not subject to the grievance procedure.
- 11:4 The Board agrees to give due consideration to the background, qualifications, seniority, and other relevant factors pertaining to applicants.
- 11:5 Prior employment experience, military service credit, or related college course work shall be negotiated individually with new employees. However, once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.

## ARTICLE 12

Personal Freedom

- 12:1 The personal life of an employee, occurring outside of the work day, is not the appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his/her assigned functions during the work day or where such personal life is prejudicial to the best interest of the school system.

## ARTICLE 13

Employee Evaluation

- 13:1 Employees shall have opportunities to confer with their immediate supervisors for the purposes of identifying strengths, weaknesses and discussing ways and means to improve overall performance. These conferences shall include written evaluation reports, and shall be scheduled by the supervisor at least once in each contract year.
- 13:2 Employees shall be given copies of the evaluation report and shall be requested to sign it at the completion of the conference. Opportunity shall be given to the employee to file a written response.
- 13:3 The evaluation and the response shall be forwarded to the Superintendent or his designee for review and shall be filed in the central personnel file.
- 13:4 PERSONNEL RECORDS
- 13:4.1 No material derogatory to an employee's conduct, service, character or personality shall be placed in the personal file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- 13:4.2 In the event of the failure of the Board to reemploy a non-tenure employee, the said employee may request: first, a meeting with his/her immediate supervisor; if dissatisfied with the results of that meeting, he/she may request a meeting with the Superintendent of Schools; and, if still dissatisfied, a meeting with the Board during which the employee may stipulate his/her position relative to the matter. The employee may have a representative of his/her choosing present to advise him/her during the aforementioned hearing.

## ARTICLE 14

Protection of Employees and Property

- 14:1 The Board of Education and the Hamilton Township Secretaries' Association recognize their responsibilities as defined in the following State Statutes: 18A16-6; 18A16-6.1; 18A:6-1; 18A:25-2; 18A30-2.1.
- 14:2 The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed on the person of the employee as a result of an assault suffered by the employee while the employee was acting in the discharge of his/her duties.
- 14:3 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or his/her designated representative.

## ARTICLE 15

Transfer and Reassignment

- 15:1 Employees desiring a change in employment shall make their request in writing to the Superintendent or his designee.
- 15:2 The best interest of the school system as determined by the Superintendent and the wishes of the individual employee shall be considered in the determination of requests for reassignment and/or transfer. However, the Board of Education reserves its right to assign and/or reassign all employees and such assignment and reassignment shall be final.
- 15:3 If an employee is reassigned, he/she will be notified promptly in writing, and if dissatisfied, he/she may appeal in writing said reassignment through the appropriate channel to the Board of Education.

## ARTICLE 16

Miscellaneous Provisions

- 16:1 The Board and Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- 16:2 Board Policy: This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

- 16:3 Separability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be decreed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 16:4 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere in such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this agreement. Therefore, the Association agrees that if the Association has a dispute with the Board during the term of this contract it will not support or encourage any concerted interference with the normal operations of the school district and will do everything in its power to prevent or terminate any such concerted action which might occur with or without its sanction as a result of said dispute.
- 16:5 The Hamilton Township School Board, on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States and other applicable laws and regulations.
- 16:6 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations.
- 16:7 Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- 16:8 Printing Agreement: Copies of this Agreement shall be printed and the expense shared by the Board and the Association after agreement with the Association on format within thirty (30) days after the Agreement is signed.

16:9 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

If by the Association, to the Board at:

Hamilton Township Board of Education  
2069 Greenwood Avenue  
Trenton, New Jersey 08609

If by the Board, to the Association at:

Hamilton Township School Secretaries Association  
To: the name and address on file with the Board  
Secretary

16:10 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 17

Duration of Agreement

17:1 This Agreement shall be effective as of July 1, 1977, and shall continue in effect until June 30, 1980, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

17:2 In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

HAMILTON TOWNSHIP SCHOOL SECRETARIES' ASSOCIATION

by \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

HAMILTON TOWNSHIP BOARD OF EDUCATION

by \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

## ARTICLE 18

Secretaries - Administration Liaison Committee

The Superintendent and/or representatives at the central staff level agree to meet with representatives of the Association to amicably review and discuss current secretary problems and practices not related to the collective bargaining agreement.

Meetings shall be held after work up to three (3) times per year, if needed; the dates of which shall be mutually agreed upon.

Size of the committee shall be workable number, not to exceed three (3) employees at any given meeting. The Association shall select its own representatives. An agenda shall be presented by the Association to the Superintendent at least one week prior to the scheduled meeting, with the understanding that a portion of the meeting may be devoted to matters for discussion initiated from the Superintendent's Office, with the agenda for the same being presented to the Association one week prior to the meeting.

The Board recognizes the need for communication at all levels and encourages the implementation of this article through scheduled meetings of administration and employees. However, such meetings shall, at no time, deal with topics that are under negotiations between the parties.

1977-78

SALARY SCHEDULES - SECRETARIES

Exp.	IV	III	II	I
0	\$6,450	\$6,850	\$7,250	\$7,650
1	6,650	7,050	7,450	7,850
2	6,850	7,250	7,650	8,050
3	7,050	7,450	7,850	8,250
4	7,250	7,650	8,050	8,450
5	7,450	7,850	8,250	8,650
6	7,650	8,050	8,450	8,850
7	7,850	8,250	8,650	9,050
8	8,050	8,450	8,850	9,250
9	8,250	8,650	9,050	9,450
10	8,450	8,850	9,250	9,650
11	8,700	9,100	9,500	9,900
12	9,120	9,520	9,920	10,320
13	9,610	10,010	10,410	10,810

The Board of Education reserves the right to withhold any/or all increments and/or adjustments for inefficiency or other good cause.



1978-79

SALARY SCHEDULES - SECRETARIES

Exp.	IV	III	II	I
0	\$6,750	\$7,200	\$7,650	\$8,100
1	6,950	7,400	7,850	8,300
2	7,150	7,600	8,050	8,500
3	7,350	7,800	8,250	8,700
4	7,550	8,000	8,450	8,900
5	7,750	8,200	8,650	9,100
6	7,950	8,400	8,850	9,300
7	8,150	8,600	9,050	9,500
8	8,350	8,800	9,250	9,700
9	8,550	9,000	9,450	9,900
10	8,750	9,200	9,650	10,100
11	9,100	9,550	10,000	10,450
12	9,550	10,000	10,450	10,900
13	10,050	10,500	10,950	11,400

The Board of Education reserves the right to withhold any/or all increments and/or adjustments for inefficiency or other good cause.

1979-80

SALARY SCHEDULES - SECRETARIES

Exp.	IV	III	II	I
0	\$7,000	\$7,500	\$8,000	\$8,500
1	7,200	7,700	8,200	8,700
2	7,400	7,900	8,400	8,900
3	7,600	8,100	8,600	9,100
4	7,800	8,300	8,800	9,300
5	8,000	8,500	9,000	9,500
6	8,200	8,700	9,200	9,700
7	8,400	8,900	9,400	9,900
8	8,600	9,100	9,600	10,100
9	8,800	9,300	9,800	10,300
10	9,000	9,500	10,000	10,500
11	9,450	9,950	10,450	10,950
12	9,950	10,450	10,950	11,450
13	10,500	11,000	11,500	12,000

The Board of Education reserves the right to withhold any/or all increments and/or adjustments for inefficiency or other good cause.